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U.S. COURTS
SECT 15 PM 3:31
CLERK - JAMES
CLERK - JAMES

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

65898

IN THE MATTER OF:)	
)	CASE NO: 99-1804
GARY NED GREGERSON,)	
LISA LYNN GREGERSON,)	MOTION FOR RELIEF FROM STAY
)	OR ADEQUATE PROTECTION
Debtors.)	AND NOTICE
_____)	

COMES NOW Associates Financial Services Company, (Lender), by and through Holger Uhl, its attorney of record, and pursuant to Bankruptcy Rules 4001 and 9014, who hereby respectfully moves the Court to Modify the 11 U.S.C. Section 362 Stay to permit Lender to foreclose its security interest in the following described real property:

The Northwesterly 60 feet of Lot 1, Block 6, KING'S HEIGHTS ADDITION to Nampa, Canyon County, Idaho, according to the plat filed in Book 3 of Plats, Page 29, records of said County;

STREET ADDRESS: 315 10th Street N., Nampa, Idaho

In support of said Motion, Lender respectfully represents:

1. Lender is the present holder and beneficiary of a Note and Deed of Trust attached hereto as Exhibits "A & B" and incorporated herein by this reference.
2. There is now due and owing to Lender the principal sum of \$46,154.61 and three (3) post-petition payments for the months of August 1999 through October 1999 in the amount of \$439.98 for each month. There is a total due for delinquent post-petition payments and shortages of

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MOTION FOR RELIEF FROM STAY OR ADEQUATE PROTECTION AND NOTICE - 1-

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\$1,319.94. Late charges have accrued in the amount of \$66.00 for the months referred to above and continue to accrue at the rate of \$22.00 per month. Additionally the Debtors were in arrears pre-petition for 10 months in the amount of \$4,619.80 for payments and late charges for the months of October 1998 through July 1999. Attorney fees and costs have also been incurred in the amount of \$425.00 for the filing of this motion. The total amount now due to Lender, exclusive of accruing interest is \$52,585.35.

3. That the Claimant alleges and believes that the present fair market value of the property is \$ 31,600.00 based upon the current assessed value by the Canyon County Assessor. Thus, there is no equity for either the estate nor the debtors in the property herein. Lender's rights in the property are or may be impaired because of the debtor's continued possession thereof while in default on payments under the obligation.

4. If Lender is not permitted to foreclose its security interest in the real property described in the Exhibits attached hereto, it will suffer irreparable injury, loss and damage.

WHEREFORE, Lender asks the Court to enter its Order terminating, annulling or otherwise modifying the automatic stay in force in the case as to said property in favor of Lender, authorizing it to take such action as it may deem necessary to enforce its rights in said property according to law. In the alternative, in the event the Court does not modify the automatic stay as prayed for herein, Lender requests that the Court condition the continued possession and use of said property by Debtors, except upon provision to Lender of adequate protection requiring the cure and continuation of all payments on such obligation and additional security or such relief as deemed adequate by the Court.

NOTICE OF REQUIREMENTS OF L.B.R. 4001.2(d)(1)


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AND 11 U.S.C. 362

L.B.R. 4001.2(d)(1) - YOU ARE HEREBY NOTIFIED that a party in interest may oppose the above motion by filing and serving on the undersigned a written objection thereto at least five (5) days prior to the preliminary hearing. The objection must reasonably identify those matters contained in the motion which are to be at issue, and any other basis for opposition to the motion. It shall be the responsibility of a party opposing the above motion to see that the preliminary hearing required under 11 U.S.C. 362(e), as described below, is set by the calendar clerk of the bankruptcy court with notice of such hearing to the undersigned. 11 U.S.C. 362(e) - YOU ARE FURTHER NOTIFIED that pursuant to 11 U.S.C. 362(e) the stay of 11 U.S.C. 362(a) will vacate thirty three (33) days from the date of service of this motion unless the court, after notice and a preliminary hearing, and within the thirty-three day period, orders the stay continued in effect pending a final hearing and determination under 11 U.S.C. 362(d). You are further notified that in the event an order continuing stay is not entered within thirty-three (33) days from the date this motion is served, that the court may enter an order without further notice to you annulling the stay as requested in this motion. Any hearing must be upon notice to the undersigned and set by the calendar clerk of the Bankruptcy Court.

This Motion is made and based upon the records filed in this action.

DATED this 13 day of Oct, 1999.



HOLGER UHL
Attorney for Lender

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 15th day of October, 1999, I mailed a copy of the foregoing Instrument to;

GARY NED GREGERSON
3108 Ginger Ln
Nampa, ID 83686

LISA LYNN GREGERSON
3108 Ginger Ln
Nampa, ID 83686


Randal J French
POB 2730
Boise, ID 83701-2730

RICHARD E CRAWFORTH
2404 Bank Dr #312
Boise, ID 83705

Kimbell D Gourley
POB 1368
Boise, ID 83701-1368

U.S. Trustee
P.O. Box 110
Boise, Idaho 83701

by depositing a copy thereof in the United States mail, postage fully prepaid, in envelopes addressed to the foregoing address.



HOLGER UHL
Attorney for Lender.

AGREED F

INTEREST: .9167

% per month on the unpaid

Balance.

11-1112 (Rev. 4-97) IDAHO CREDIT CODE - RE-1B

PROMISSORY NOTE					
ACCOUNT IDENTIFICATION	ST BR CO	ACCOUNT NO	FILE NO	BORROWER:	
11-411-381		644604762	10680	GARY N SEGERSON	
LENDER:				CO-BORROWER:	
AVCO FINANCIAL SERVICES OF IDAHO FALLS INC 318 CALDWELL BLVD NMPA ID 83651				MAILING ADDRESS: 3103 GINGER LN NMPA ID 83686	
ANNUAL PERCENTAGE RATE: The cost of your credit as a yearly rate.	FINANCE CHARGE: The dollar amount the credit will cost you.	Amount Financed: The amount of credit provided to you or on your behalf.	Total of Payments: The amount you will have paid after you have made all payments as scheduled.	DATE OF LOAN	
11.70 %	\$ 73906.13	\$ 44000.68	\$ 117906.81	02/23/98	
Your payment schedule will be:				PRINCIPAL BALANCE (Amount Financed plus Prepaid Finance Charge)	
Number of Payments		Amount of Payments	When Payments are Due		
179		\$ 439.98	Monthly beginning 03/24/98		
1		\$ 39150.39	02/24/13		\$ 46200.71

IN THIS PROMISSORY NOTE, the words I, ME, and MY mean each and all of those who have signed it as Borrower. The word Avco means the Lender shown above.

TOTAL RATE OF INTEREST — I agree that the Total Rate of Interest is the Annual Percentage Rate shown above. The total consists of the Prepaid Finance Charges, which are not subject to rebate in the event of prepayment in full and the Agreed Rate of Interest which is computed on the unpaid principal balance outstanding from time to time.

TERMS OF PAYMENT — To repay my loan, I promise to pay Avco the above Principal Balance together with charges at the Agreed Rate until paid in full. Payments shall be made in the amount(s) as shown above until my loan is paid in full. Payments shall be applied first to accrued charges and the remainder to the Principal Balance. If any part of the Principal Balance of my loan remains unpaid after the date of the last scheduled payment, it shall continue to bear charges at the Agreed Rate until paid.

PREPAYMENT — Although I do not have to pay more than the fixed payments, I have the right to prepay this note in whole or in part at any time. The amount required to prepay my loan at any time shall be the unpaid Principal Balance plus accrued charges and, if applicable, the prepayment penalty. The Prepaid Finance Charge if any is not subject to refund in the event of prepayment in full.

PREPAYMENT PENALTY — If you, the customer, pay on (prepay) your loan during the first three (3) years of the contract, you will be charged a prepayment charge. The prepayment charges will not exceed an amount equal to six (6) months interest calculated on the current balance for the prior six (6) months at the rate of interest designated in the contract. If the prepayment occurs prior to the expiration of six (6) months from the date of contract, the prepayment charge will be calculated in the same manner, except the number of months will be the number of months the loan has to the expiration of six (6) months from the date of contract. You will not be charged a prepayment charge if your loan is refinanced or consolidated with another loan by Avco. **SPECIAL PROVISION** (if applicable as indicated on this document): Avco existed. You will not be charged a prepayment penalty as described in this section under the following conditions: 1) the penalty is limited to the first five years of the loan; 2) the loan is not a refinancing by Avco or an affiliate; and 3) at the date of this loan, my total monthly debts do not exceed 50 percent of my monthly gross income. I will not be charged such a penalty. 4) the federal disclosure statement so indicates.

LATE CHARGE AND DEFAULT — If any scheduled payment is not paid in full within 15 days after its scheduled due date, I agree to pay Avco 5% of the unpaid amount of any installment or \$10.00, whichever is greater. **SPECIAL PROVISION** (if applicable as indicated on this document): Avco may not raise the interest rate after default.

I will be in default under my loan if I do not pay an installment on time or if I wrongfully sell or dispose of any property put up as security for my loan or if I fail to perform any other promise made in this note or in any security instrument I have given. If this happens, Avco can demand immediate payment of the full balance of my note, including accrued charges. Avco also has the right to take possession of any security given for my loan and/or to sue me for the balance owed. In the event of my default, I agree to pay Avco's reasonable expenses incurred in realizing on the security for my loan, and if the Amount Financed of my loan is more than \$1,000.00, I agree to pay Avco's reasonable attorney's fees if Avco refers the collection of my loan to an attorney who is not a salaried employee of Avco.

INSUFFICIENT FUNDS CHECKS — I agree to pay Avco \$15.00 if my check or other similar instrument is not paid or is dishonored by my bank or other depository institution.

BALLOON PAYMENT REFINANCING — If my loan provides for a Balloon Payment (any payment more than twice the size of any other regularly scheduled payment), Avco will refinance such Balloon Payment when due, if requested by me, at the Agreed Rate of Interest charged on this loan or at Avco's then prevailing Agreed Rate of Interest, whichever is greater. If I am not then and have not in the past been in default and if there has been no material change in my financial position, Avco reserves the right to require that such new loan be repayable in substantially equal installments with no Balloon Payment and that the term of such new loan not exceed the maximum term customarily offered by Avco for loans repayable in substantially equal installments with an Amount Financed equal to the amount of such Balloon Payment.

IRREGULAR PAYMENT — Avco can accept late payments or partial payments even if marked "Payment in Full", without losing any of its rights under this note.

DELAY IN ENFORCEMENT — Avco can delay enforcing any of its rights under this note without losing them if I default under my loan and Avco has the right to declare the full balance immediately due and payable but elects not to do so, this does not mean that Avco cannot do so in the future if I again default.

CO-MAKERS — If I am signing this note as Co-maker, I agree to be equally responsible with the primary borrower for its payment. Avco does not have to notify me that it has not been paid. Avco can change the terms of payment and/or release any security without notifying me or releasing me from responsibility on this note. Avco can require me to pay it without first demanding payment from the primary borrower.

ARBITRATION — In consideration of this loan, Avco and I ("Parties") individually and severally agree as follows: (1) This transaction involves interstate commerce as defined in the United States Arbitration Act, Title 9, United States Code, ("Arbitration"). (2) All controversies, claims or disputes (collectively, "Disputes") relating to or arising out of any dealings between the Parties, including prior and future dealings between the Parties, even if the Disputes include other persons or entities, EXCEPT FOR Disputes initiated by Avco relating to or arising out of any default by me, shall be submitted to final, binding Arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in force, except as herein modified. (3) Controversies regarding whether a particular Dispute is subject to Arbitration hereunder shall also be decided by the Arbitrator (hereinafter defined). (4) Judgment upon the award rendered by the Arbitrator may be entered in any court having competent jurisdiction thereof. (5) In the event of a Dispute, except those excluded in Subparagraph (2) above, the Parties: a) waive the right to seek any remedies in court, except for interim or provisional relief that is necessary to protect the rights or property of the Parties; b) waive the right to a jury trial; c) waive the right to pretrial discovery otherwise permitted in court proceedings; d) waive any right to require the Arbitrator to include factual findings or legal reasoning in any award; e) waive the right to appeal or to seek modification of rulings by the Arbitrator. Either Party may commence Arbitration after any notice is received of the existence of a Dispute. (6) The Arbitration will be held at a location designated by the Arbitrator which is reasonably convenient to the Parties. (7) The Parties will share all fees and expenses of the Arbitration equally, and each Party shall pay the expense of its own counsel, experts, witnesses, and preparation and presentation of proof. (8) The Arbitrator shall determine the rights and obligations of the Parties according to the substantive and procedural rules of the state of where the Arbitration is held. (9) The Parties shall select one Arbitrator, who shall be neutral and objective and an active or retired lawyer or judge in the state where the Arbitration is held, with expertise in deciding disputes and interpreting financial contracts. The Arbitrator shall be selected by mutual agreement from a list of proposed Arbitrators from the AAA, or, if the Parties are unable to agree upon an Arbitrator, the Arbitrator shall be selected by the AAA from its list of proposed Arbitrators. (10) In addition to the Parties, the Arbitration shall include any person or entity who or which agrees to be a party to the Arbitration and be bound by the terms of the provisions contained herein.

SPECIAL PROVISION (if applicable as indicated on this document):

NOTICE TO ASSIGNEE/PURCHASER: THIS IS A MORTGAGE SUBJECT TO SPECIAL RULES UNDER THE FEDERAL TRUTH IN LENDING ACT. PURCHASERS OR ASSIGNEES OF THIS MORTGAGE COULD BE LIABLE FOR ALL CLAIMS AND DEFENSES WITH RESPECT TO THE MORTGAGE THAT THE BORROWER COULD ASSERT AGAINST THE CREDITOR.

☐ IF CHECKED AT LEFT, THE FOLLOWING NOTICE APPLIES. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

☒ I understand that the provisions of my loan entitled **SPECIAL PROVISION** only apply if this box is checked.

I HAVE READ THE TERMS AND CONDITIONS ABOVE AND AGREE TO BE BOUND BY THEM. I HAVE RECEIVED A COMPLETELY FILLED-IN COPY OF THIS PROMISSORY NOTE. I DIRECT AVCO TO APPLY THE AMOUNT FINANCED AS AUTHORIZED ON THE ITEMIZATION OF AMOUNT FINANCED.

By [Signature] LENDER (WITNESS TO ALL) [Signature] BORROWER [Signature] BORROWER

PROMISSORY NOTE ORIGINAL

EXHIBIT A

INSTRUMENT NO. 9806977

PC24023

DEED OF TRUST

THIS DEED OF TRUST, Made this 24th day of February, 1998 BETWEEN Gary N. Gregerson, a married man as is sole and separate property herein called GRANTOR, whose address is 212 14th Ave. So., Nampa, ID 83651.

PIONEER TITLE COMPANY OF CANYON COUNTY, an Idaho corporation, herein called TRUSTEE, whose address is 423 SOUTH KIMBALL AVENUE, Caldwell, Idaho 83605, and Avco Financial Services of Idaho Falls, Inc. an Idaho Corporation herein called BENEFICIARY, whose address is 318 Caldwell Blvd, Nampa, ID 83651.

WITNESSETH: That Grantor does hereby Irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Canyon State of Idaho, described as follows, and containing not more than twenty acres:

The Northwesternly 60 feet of Lot 1, Block 6, KING'S HEIGHTS ADDITION to Nampa, Canyon County, Idaho, according to the plat filed in Book 3 of Plats, Page 29, records of said County.

The Note which this Deed of Trust secures contains provision for a prepayment penalty, reference to which is made for particulars.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of FORTY SIX THOUSAND TWO HUNDRED & 71/100 Dollars, (\$ 46,200.71) final payment due February 24, 2013 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as a continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, and no action or notice of default hereunder or invalidates any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrances, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may:

EXHIBIT B

recovery all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The records in any reconveyance executed under this deed of trust, of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantees in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of an indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name and for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notices of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The records in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the persons or persons legally entitled thereto.

7. This Deed applies to, binds to the benefit of, and binds all parties hereto, their heirs, legal heirs, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgees thereof. In this Deed whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

DATED: February , 1998

Gary N. Gregerson
Gary N. Gregerson

Lisa L. Gregerson executes this instrument to comply with Chapter 10-Title 55 Idaho Code, relating to Homestead, and not joining in for any other purpose.

Lisa L. Gregerson
Lisa L. Gregerson

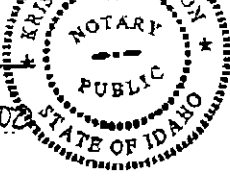
STATE OF IDAHO

COUNTY OF CANYON

On this 07 day of February in the year 1998, before me, Notary Public, personally appeared Gary N. Gregerson known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Victoria Robinson
Notary Public

Residing at Luna
My commission expires 4-21-2002

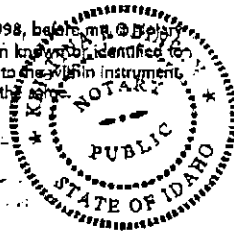


STATE OF IDAHO

COUNTY OF CANYON

On this 21 day of February in the year 1998, before me, a Notary Public, personally appeared Lisa L. Gregerson known by identified to me to be the person whose name subscribed to the within instrument and acknowledged to me that she executed the same.

Lisa L. Gregerson
Notary Public
Residing at Idaho
My commission expires 4-21-2000



REQUEST PIONEER - CALDWELL
TYPE Wet FEB 9-98

NEW J. KEAR
CANYON CITY RECORDER
BY [Signature]
Age 40

98 FEB 27 4 PM 3 18

RECORDED

9806978